



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the patent application of

Hahn et al.

Application No: 10/726,948

Filing Date: December 3, 2003

For: USER-SPACE RESOURCE MANAGEMENT

Docket No. SUNMP453

Group Art Unit: Unassigned

Examiner: Unassigned

Date: February 9, 2004

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail to Commissioner for Patents, P.O. Box 1450 Alexandria, VA 22313-1450 on February 9, 2004.

Signed: \_\_\_\_\_

Kay Harlow

**Communication Regarding Statement Under 37 C.F.R. §3.73(b)-Establishing Right of Assignee to Take Action and Power of Attorney by Assignee (Revocation of Prior Powers)**

Commissioner for Patents  
Alexandria, VA 22313-1450

Sir: •

Applicant hereby attaches a Combined Statement Under 37 C.F.R. §3.73(b)-Establishing Right of Assignee to Take Action and Power of Attorney by Assignee of Entire Interest and Revocation of Prior Powers, and Appendix A, with reference to the above-identified U.S. patent application. Applicant respectfully requests this document be made of record.

As stated in the Power of Attorney please send all correspondence to:

Martine & Penilla, LLP  
710 Lakeway Drive, #170  
Sunnyvale, CA 94085  
Customer No. 32291

Applicant believes that no fees are due in connection with this filing, however, if it is determined that any fees are due, the Commissioner is authorized to charge such fees to Deposit Account 50-0805 (SUNMP453). If the Commissioner has any questions concerning this document, please contact the undersigned at the telephone number set forth below.

Respectfully submitted,  
MARTINE & PENILLA, LLP

  
Albert S. Penilla, Esq.  
Reg. No. 39,487

710 Lakeway Drive, Suite 170  
Sunnyvale, CA 94085  
(408) 749-6900



# IN THE UNITED STATES PATENT & TRADEMARK OFFICE

## COMBINED STATEMENT UNDER 37 C.F.R. § 3.73(b)-ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION

AND

## POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST AND REVOCATION OF PRIOR POWERS

Commissioner for Patents  
Washington, D.C. 20231

Sir:

### Statement Under 37 CFR §3.73(b):

Sun Microsystems, Inc., a corporation organized under the laws of Delaware states that it is the assignee of entire right, title, and interest; in the patent(s) and/or patent application(s) listed on the attached APPENDIX A, by virtue of an Assignment from the inventor(s) of each of the patent(s) and/or patent application(s) listed on the attached APPENDIX A. Date of recordal, and Reel and Frame number of recordal by the United States Patent & Trademark Office identified on the attached APPENDIX A.

### Power of Attorney by Assignee of Entire Interest and Revocation of Prior Powers:

Pursuant to 37 C.F.R. §1.36, Sun Microsystems, Inc., the record owner (per Statement Under 37 CFR §3.73(b) above) of the patent(s) and/or patent application(s) listed on the attached APPENDIX A, revokes all previous powers of attorney in the patent(s) and/or patent application(s) listed on the attached APPENDIX A and hereby appoints the following attorneys and/or agents assigned to the below Customer Number to prosecute the patent(s) and/or patent application(s) listed on the attached APPENDIX A and transact all business in the U.S. Patent and Trademark Office connected therewith:

**Customer Number 32,291**

Please send all correspondence to:

MARTINE & PENILLA, LLP  
710 Lakeway Dr., Suite 170  
Sunnyvale, CA 94085  
Tel: (408) 749-6900  
Fax: (408) 749-6901  
**Customer Number 32,291**

The undersigned is empowered to sign on behalf of Sun Microsystems, Inc. in accordance with the attached Delegation of Authority (APPENDIX B)

The undersigned hereby declares that all statements made herein of the undersigned's own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the patents and patent applications listed on the attached APPENDIX A or any patents issuing thereon.



(Signature of authorized person)

12/3/02

(date)

Marilyn E. Glaubenskle, Esq.

(Type or print name of authorized person)

Managing Attorney (Reg. No. 35,521)

Title of authorized person *(Having delegated power to sign for Sun Microsystems, Inc. in accordance with APPENDIX B)*



## APPENDIX A

Application No. 10/726,948

Assignee: Sun Microsystems, Inc.

Title: **USER-SPACE RESOURCE MANAGEMENT**

**Recordation Date:** Assignment filed in USPTO on December 3, 2003 (copy attached)

Reel/Frame: Not received from USPTO yet.

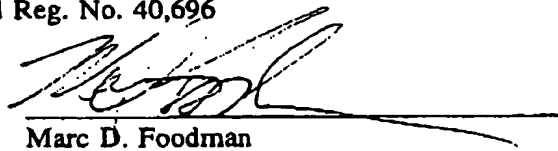
Atty Docket: **SUNMP453**



### DELEGATION OF SIGNING AUTHORITY

I, Marc D. Foodman, Chief Patent Counsel, of Sun Microsystems Inc., (the "Company"), hereby appoint each of the following persons listed below as Attorney-in-Fact of the Company to execute and deliver in the name and on behalf of the Company patent office documents and to grant powers of attorney to patent attorneys and patent agents representing the Company in the patent offices and trademark office throughout the world as required to facilitate filing, obtaining, renewing, maintaining, working, opposing and terminating patent applications and patent registrations on behalf of the Company, and to execute documents which effect the transfer of title or licenses of patents or trademark rights so long as such transfers are between any of the Company and its subsidiaries. This Delegation Of Signing Authority is effective as of August 1, 2002 and will continue in full force and effect while such persons are employees of the Company or until such time as I otherwise designate.

Andrew C. Chen, Reg. No. 43,544  
Bernice B. Chen, Reg. No. 42,403  
Marilyn E. Glaubenslee, Reg. No. 35,521  
Anirma R. Gupta, Reg. No. 38,275  
Noreen A. Krall, Reg. No. 39,734  
Elaine Lee, Reg. No. 41,936  
Sean P. Lewis, Reg. No. 42,798  
Jeffrey L. Myers, Reg. No. 44,252  
Pavel Pogodin, Reg. No. 48,205  
Alexander E. Silverman, Reg. No. 37,940  
Paul D. Sorkin, Reg. No. 39,039  
Monica D. Ward Reg. No. 40,696



Marc D. Foodman  
Chief Patent Counsel  
Sun Microsystems, Inc.

# **Assignment to Sun Microsystems, Inc.**

In consideration of good and valuable consideration, receipt of which is hereby acknowledged, I/we

Stephen C. Hahn

do hereby sell, assign, and transfer unto Sun Microsystems, Inc. (hereinafter called Sun), a Delaware Corporation having its principal place of business at 4150 Network Circle, Santa Clara, CA 95054, and its successors and assigns, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements, including the right of priority in, to, and under, the application for the United States patent entitled:

## **USER-SPACE RESOURCE MONITORING**

☒ filed herewith and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; or

Serial No.: \_\_\_\_\_ filed on \_\_\_\_\_ and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor;

And for the above consideration, I/we agree promptly upon request of Sun, its successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to Sun, its successors and assigns, the inventions described in said application and all patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication or reexamination of said Letters Patent provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by Sun.

I/we further covenant with Sun, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned;

In witness whereof, I/we hereunto set my/our hand(s) and seal:

Inventor's Signature:  Date: 12/2/2003

## Assignment to Sun Microsystems, Inc.

In consideration of good and valuable consideration, receipt of which is hereby acknowledged, I/we

Jeffrey Rhyason

do hereby sell, assign, and transfer unto Sun Microsystems, Inc. (hereinafter called Sun), a Delaware Corporation having its principal place of business at 4150 Network Circle, Santa Clara, CA 95054, and its successors and assigns, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements, including the right of priority in, to, and under, the application for the United States patent entitled:

### USER-SPACE RESOURCE MONITORING

☒ filed herewith and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; or

Serial No.: \_\_\_\_\_ filed on \_\_\_\_\_ and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor;

And for the above consideration, I/we agree promptly upon request of Sun, its successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to Sun, its successors and assigns, the inventions described in said application and all patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication or reexamination of said Letters Patent provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by Sun.

I/we further covenant with Sun, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned;

In witness whereof, I/we hereunto set my/our hand(s) and seal:

Inventor's Signature: Jeffrey Rhyason Date: 12/2/03